

All human actions have one or more of these seven causes: chance, nature, compulsion, habit, reason, passion, and desire.
Aristotle

Backpage

www.bulletinman.com

June 26 2010.

America's state religion, is patriotism, a phenomenon which has convinced many of the citizenry that "treason" is morally worse than murder or rape.

William Blum

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Meanwhile back at the ranch, Oh the dirty tricks and the lies that spew forth from the JCSD!!!!The devil is indeed a liar. If you really wanted to be a criminal wouldn't it make sense to be a cop? Yea it would, you are on the inside. Well let me share this with you the taxpaying citizen of Jefferson County Missouri. You are being ripped off and every dollar that you spend in our fair county about 2 cents goes to the local not-sees!!!! Retired on Duty? Yea one who has been with the JCSD since I can remember is ED KEMP and I heard that he is proud to say that he is retired on duty! I called ED and he called me back. I ask him if he really only showed up one day a week @ Hellsboro. He said that he is not always in Hellsboro. He is mobile Now Ed wants to be your State Rape oh I mean Rep. He is one of them there "Demoncrats" there are 45 elected offices in Jeffco 44 are occupied by Demoncrats the other one is Republican but he appears to be the biggest turd of them all Darrel Missey is his name and he is a corrupt judge who allows child molesters to live in apartment complexes and as now sent the Children which were molested by their step father to a place called Epworth were they are molested on a regular basis. Tim Miller is the girls lawyers and he is in on this child slavery ring as well. These people folks are beyond corrupt I could sit here for the next five years and not be able to share with you all the "horror" stories that spew forth from the Synagoge of Satan's local branch The Courthouse!!!!

Misery is created there on a daily basis and it is going to cease and desist as long as I'm alive I will expose these evil doers and run their ass out of town. The whole point of a free press to tell the people just how bad their government has become! Listen I love my county, city and country enough to tell the people the Truth. Our elected leaders take you all for fools. Dumbass self centered people who are only concerned about getting laid and where their next high is going to come from. As long as the check is there everything is a ok. It won't be long until the payments that silence the masses run out.

It won't be long until the People realize that there country is being stolen from them. It won't be long until the Billion rounds of Ammo that where bought in the last year start coming out of the 10 million guns that were bought as well. I really think that "they" have no idea just what danger "they" have put themselves and their poor-pitiful families in. I feel the Rising Force coming and when it comes my goodness. The lightning is going to strike and "they" will never know what hit "them". JAH's judgement is coming and in one hour this country is going to change overnight it will be all over. Are you ready to meet JESUS. Every knee will bow better to bow now. Today is the day of salvation!!!

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An ignorant person is one who
doesn't know what you have just
found out.

Will Rogers

Backpage

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July 14th 2009 Bastille Day

Soon!

Those who make peaceful
revolution impossible will
make violent revolution
inevitable
JFK

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Meanwhile back at the ranch, my name stays the same
now tell who is the one to blame? My name is Bulletinman
and I've come to set the captives free and preach the
coming Kingdom of Jesus Christ. To expose, identify and
destroy the works of the Devil. I may not be able to
predict my demise but you can bet it won't be on my
knees. Defiance to Tyrants is obedience to GOD. This
Beast has become a Tyrant. If you haven't figured it out
be now, we be the Beast. America is still controlled by
Great Britain and is about to be sacrificed so that a New
World Order will arise out of the ashes of America. Now
the way I read the Book the KJV Authorized Bible. He that
leteth will let until he be taken out of the way. In a
moment a twinkling of an eye things are going to change.
Then that wicked one will be revealed. That wicked one I
believe is Prince William and he makes Barrack look like a
pimpling idiot. It all goes back to England and their
minions here in America are the lawyers. The court and it's
officers are on a mission to separate you from your money,
your family and all you hold dear. The lawyers are in bed
with everyone and they run the show. Isn't it time that
we do something about them. I'm all for a peaceful
exodus from the promised land. We can give all members
of the BAR (British Accrediation Registry) 48 hours starting
on September 17th to leave the country. If they are still in
the country they will be rounded up, tried, convicted and
executed. They along with the cops, politicians and other
accomplices will be brought up on charges. By the people.

You see if you got rid out of the judges and outlawed
their little terrorist cult we could rid America of 90% of the
evil. We can ship them all back to England or Israel. Most
of course will end up in Isrealhell, though the love of
money isn't a racial or semite thing. It is universal. Though
being a Jew by blood it is hard to over come. I find myself
very tight fisted at times and I know better. My eyes are
open and still I don't give what I should. Greed is not
good!! Give and it shall be given. You see it's about giving.
Generous Jeff is what I want to be known as, not Greedy
Grant. Or Teflon Ron, Or Cold Be Hyenas, or Kurt blown
away in the breeze. Why screw over your neighbor? Your
brother! hey I remember the quote My loathings are
simple: stupidity, oppression, crime, cruelty, soft music.

Vladimir Nabokov. I bet you Ronald and his thieving
children like Perry Como and Lawrence Welk, though it out
of 5 isn't bad. Mel from Ram Tire wanted me to mention
the Judas Priest show. Went to see the Priest @ the
Family Arena and they where amazing very loud and hard.
Brought back a lot of memories and thoughts. They did
the British Steel album and it was a delight. You can check
it out on youtube. You can also check out BULLETINMAN
on you tube as well. I try to post something new every
day. Check it out you'll like it..or your money back!

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IN THE CIRCUIT COURT FOR FRANKLIN COUNTY
20th JUDICIAL CIRCUIT
STATE OF MISSOURI

STATE OF MISSOURI,

V.

JEFFREY R. WEINHAUS,

Defendant.

Case No. 12AB-CR02409-01

AFFIDAVIT OF HUGH A. EASTWOOD

Comes now Hugh A. Eastwood and states for his Affidavit:

1. My name is Hugh A. Eastwood and I am an adult capable of making this Affidavit.
2. Attached as Exhibits 2-B and 2-C are, respectively, true copies of the Google YouTube “Terms of Service” and “Community Guidelines.”
3. I downloaded these documents from the world wide web on August 5, 2013.
4. At that time, Defendant’s YouTube video of August 16, 2012 is still posted and freely available on the Google Youtube website at <http://www.youtube.com/user/bulletinman>.
5. Further Affiant sayeth not.

I hereby verify and affirm that I have read and understood this document. I declare under oath and under penalty of perjury that to the best of my knowledge all the statements in this document are true and correct.

Hugh A. Eastwood

State of Missouri)
) ss
County of St. Louis)

Subscribed and sworn before me this Aug. 6, 2013

Sandra L. Thurmond
Notary Public

DEFENDANT'S
Exhibit
2-A

SANDRA L. THURMOND
Notary Public - Notary Seal
State of Missouri
Commissioned for St Louis City
My Commission Expires: Aug. 29, 2014
COMMISSION #10430135

8/5/13

Terms of Service - YouTube



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Channel

Copyright

Safety

Creators & Partners

Advertising

Upload

Down

DEFENDANT'S Exhibit 2-B

TERMS OF SERVICE

[Pay Content Terms of Service](#)
[Collecting Society Notices](#)
[Copyright Notices](#)
[Community Guidelines](#)

Terms of Service

Community Guidelines

1. Your Acceptance

- A. By using or visiting the YouTube website or any YouTube products, software, data feeds, and services provided to you on, from, or through the YouTube website (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) Google's Privacy Policy, found at <http://www.google.com/intl/en/policies/privacy/> and incorporated herein by reference, and (3) YouTube's Community Guidelines, found at www.youtube.com/t/community_guidelines and also incorporated herein by reference. If you do not agree to any of these terms, the Google Privacy Policy, or the Community Guidelines, please do not use the Service.
- B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version www.youtube.com/t/terms. YouTube may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

2. Service

- A. These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of YouTube, including but not limited to all products, software and services offered via the YouTube website, such as the YouTube channels, the YouTube "Embeddable Player," the YouTube "Uploader" and other applications.
- B. The Service may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve YouTube from any and all liability arising from your use of any third-party website.
- C. Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

3. YouTube Accounts

- A. In order to access some features of the Service, you will have to create a YouTube or Google account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.
- B. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

4. General Use of the Service—Permissions and Restrictions

YouTube hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

- A. You agree not to distribute in any medium any part of the Service or the Content without YouTube's prior written authorization, unless YouTube makes available the means for such distribution through functionality offered by the Service (such as the Embeddable Player).
- B. You agree not to alter or modify any part of the Service.
- C. You agree not to access Content through any technology or means other than the video playback pages of the Service itself, the Embeddable Player, or other explicitly authorized means YouTube may designate.
- D. You agree not to use the Service for any of the following commercial uses unless you obtain YouTube's prior written approval:
 - the sale of access to the Service;
 - the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or
 - the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service, unless other material not obtained from YouTube appears on the same page and is of sufficient value to be the basis for such sales.

E. Prohibited commercial uses do not include:

- uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote your business or artistic enterprise;
- showing YouTube videos through the Embeddable Player on an ad-enabled blog or website, subject to the advertising restrictions set forth above in Section 4 D; or
- any use that YouTube expressly authorizes in writing.

(For more information about what constitutes a prohibited commercial use, see our FAQ.)

- F. If you use the Embeddable Player on your website, you may not modify, build upon, or block any portion or functionality of the Embeddable Player, including but not limited to links back to the YouTube website.
- G. If you use the YouTube Uploader, you agree that it may automatically download and install updates from time to time from YouTube. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit YouTube to deliver these to you) as part of your use of the Uploader.
- H. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.
- I. In your use of the Service, you will comply with all applicable laws.
- J. YouTube reserves the right to discontinue any aspect of the Service at any time.

5. Your Use of Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

- A. The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under the law.
- B. Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content unless you see a "download" or similar link displayed by YouTube on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of YouTube or the respective licensors of the Content. YouTube and its licensors reserve all rights not expressly granted in and to the Service and the Content.
- C. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.
- D. You understand that when using the Service, you will be exposed to Content from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless YouTube, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

6. Your Content and Conduct

- A. As a YouTube account holder you may submit Content to the Service, including videos and user comments. You understand that YouTube does not guarantee any confidentiality with respect to any Content you submit.
- B. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit, and you license to YouTube all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.
- C. For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in video Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your videos from the Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.
- D. You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant YouTube all of the license rights granted herein.
- E. You further agree that you will not submit to the Service any Content or other material that is contrary to the YouTube Community Guidelines, currently found at www.youtube.com/t/community_guidelines, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.
- F. YouTube does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with Content. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and YouTube will remove all Content if properly notified that such Content infringes on another's intellectual property rights. YouTube reserves the right to remove Content without prior notice.

7. Account Termination Policy

- A. YouTube may terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer.
- B. YouTube reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. YouTube may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

8. Digital Millennium Copyright Act

- A. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Your designated Copyright Agent to receive notifications of claimed infringement is Shadie Farazian, 901 Cherry Avenue, Suite 100, CA 94066, email: copyright@youtube.com, fax: 650 513 8513. For clarity, only DMCA notices should go to the Copyright Agent, any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through <https://support.google.com/youtube/?hl=en-US>. You acknowledge that you intend to comply with all of the requirements of this Section 512(c)(3) DMCA notice may not be valid.

- B. Counter-notice: If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post any of the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

- A physical or electronic signature;
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or misidentification of the Content; and
- Your name, address, telephone number, and e-mail address; a statement that you consent to the jurisdiction of

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Terms of Service - YouTube

A federal court in San Francisco, California, and a statement that you will accept service of process from the court who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, YouTube may send a copy of the counter-notice to the original content provider informing that person that it may replace the removed content or cease disabling it in 10 business days after the copyright owner files an action seeking a court order against the Content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at YouTube's sole discretion.

9. Warrant Disclaimer

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The Service is only available in the United States and is offered by YouTube from its facilities in the United States of America. YouTube makes no representation that the Service is appropriate or available for use in other locations. Those who access or use the Service from other locations do so at their own volition and are responsible for compliance with local law.

11. Indemnification

By using the Service, you agree to defend, indemnify and hold YouTube, its parent corporation, officers, directors, employees, agents, licensors, partners, service providers, advertisers, affiliates, and licensors harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or expenses (including but not limited to attorney's fees) and reasonable out-of-pocket costs incurred by YouTube or any third party, including without limitation, (i) any claim that your Content or use of the Service has infringed a third party right, including without limitation a copyright, trademark, or privacy right; or (iv) any claim that your Content or use of the Service has caused damage to a third party. This defense obligation will survive these Terms of Service and your termination of the Service.

12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, and are capable of possessing legal parental or guardian consent, and that you are able and competent to enter into the terms, conditions, notices, affirmations, representations, and warranties of the Terms of Service, and to abide by and comply with the Terms of Service. In any case, you affirm that you are at least the age of 13, as the Service is not intended for children under the age of 13. If you are under 13 years of age, you must obtain permission from your parents about what sites are appropriate for you to use.

13. Assignment

These Terms of Service and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

14. Governing Law

These Terms of Service shall be deemed solely based in California, and any legal action brought against YouTube, either individually or jointly with its parent corporation, shall be governed by the internal substantive law and legal principles of the State of California, without regard to conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from these Terms of Service shall be resolved exclusively by a court of competent jurisdiction located in Santa Clara County, California. These Terms of Service, together with the Privacy Notice at <http://www.google.com/accounts/PrivacyNotice> and any other legal notices, shall constitute the entire agreement between you and YouTube concerning the use of the Service, and the invalidity of any provision of these Terms of Service shall not affect the validity of the remaining provisions of these Terms of Service. Your use of the Service shall constitute a further and continuing waiver of such rights. These Terms of Service shall not be modified by any change in the Terms of Service at any time and changes. Your use of the Service shall constitute your acceptance of its revised terms. YOU AND YOUTUBE SHALL BE DEEMED TO HAVE ACCEPTED THE REVISED TERMS OF SERVICE UNLESS YOU OTHERWISE, SUCH CAUSE OF ACTION SHALL BE BARRED.

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8/5/13

Terms of Service - YouTube

Dated: June 5, 2010

Language: **English** ▼

Country: **Worldwide** ▼

Safety: **Off** ▼

Help ▲

About **Press & Blogs** **Copyright** **Creators & Partners** **Advertising** **Developers**
Terms **Privacy** **Policy & Safety** **Send feedback** **Try something new!**



Upload

Figure 1

ATC:EE

$$\sum_{k=0}^{\infty} \frac{(-1)^k}{(k+1)!} = e^{-1}$$

Copyright

Safety

Συνολικά, 15.177, 15, 2% των ερευνώμενων δήλωσαν ότι:

References

ABOUT YOUTUBE

Getting Started

1. *Journal of the American Statistical Association*, 1997, 92, 1023-1032.

[Contact Us](#)

Caterers

YouTube Merchandise

YouTube Community Guidelines

Respect the YouTube Community

We're not asking for the kind of respect reserved for nuns, the elderly, and brain surgeons. We mean don't abuse the site. Every cool new community [xoxo](#) are on YouTube involves a certain level of trust. We trust you to be responsible, and millions of users respect that trust. Please be one of them.

Don't Cross the Line

Here are some common-sense rules that will help you steer clear of trouble:

- YouTube is not a pornography or sexually explicit site. If this describes your content, even if it's a video of yourself, don't post it on YouTube. After we reviewed it we work closely with law enforcement and we request that you delete. Please read our Community Center and stay safe on YouTube.
- Don't post videos showing bad stuff like animal abuse, drug abuse, underage drinking and smoking, or bomb making.
- Graphic content that someone is not allowed. If your video shows someone being physically hurt, attacked, or humiliated, don't post it.
- YouTube is not a shock site. Don't post gross-out videos of accidents, dead bodies or similar things intended to shock or disgust.
- Respect copyright. Don't upload videos that you made or that you are authorized to use. This means don't upload videos you didn't create or aren't content in your videos that someone else owns the copyright to, such as music tracks, snippets of copying, or other videos made by other users, without necessary authorizations. Read our Copyright Tips for more info.
- We encourage everyone to express and defend everyone's right to express unpopular points of view. But we don't permit hate speech (speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and sexual orientation/gender identity).
- Things like cyberbullying, harassment, stalking, threats, harassment, intimidation, invading privacy, revealing other people's personal information, and inciting others to commit violent acts or to violate the Terms of Use are taken very seriously. Anyone caught doing these things may be permanently banned from YouTube.
- Everyone has the right to view. Don't create misleading descriptions, tags, titles or thumbnails in order to increase views. It's not okay to post large amounts of untargeted, unwanted or repetitive content, including comments and private messages.



Flagging on YouTube: The



Staying Safe on YouTube

Please take these guidelines seriously and take them to heart. Don't try to look for loopholes or try to lawyer your way around the guidelines—just follow them and try to respect the spirit in which they were created. If you'd like more details, check out our [Conduct and Community Guidelines](#) page. Tips.

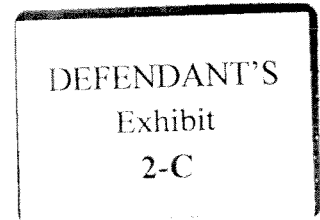
We Enforce the Rules

Okay, this will be easier for us than you. YouTube staff review flagged videos 24 hours a day, seven days a week to determine when we should remove our Community Guidelines. When they do, we remove them. Sometimes a video doesn't violate our Community Guidelines, but may not be appropriate for **everyone**. These videos may be age-restricted. Accounts that violate our Community Guidelines repeatedly and seriously can lead to account termination. If your account is terminated, you won't be allowed to create any new accounts. For more information about how the Community Guidelines are enforced and the consequences of violating them, please visit the [Help Center](#).

YouTube is for the community

Remember - as a community! Each and every user of YouTube makes the site what it is, so don't be afraid to dig in

- Have fun with Equipment. There's a lot to see here, and lots of folks making amazing stuff—one of them might be you! It's fun and easier to use all the time, so dive in and enjoy.
- Let folks give you feedback. Feedback's part of the experience, and when you give with respect, it can be a great way to grow. Spend a little time on YouTube each day. Give comments, rate videos, make your own videos. You'll see how it affects your content. There's a lot going on and a lot of ways to participate.
- You may not like some of the content here, or you may find that it violates our Terms of Service. If you click on a video you don't like, you'll see a "Flag" under the video you're watching. If you click on something else—why waste time watching videos you don't like?



8/5/13

YouTube

That's it! The end.

---The YouTube Team

Community Guidelines

Want a little more information about the limits and exceptions in the Community Guidelines? Here are some helpful examples and tips:

Sex and Nudity**Hate Speech****Shocking and Disturbing****Dangerous Illusions**

While it might not seem like it, it's not to say you can't show something because of what viewers theoretically might do in response, we draw the line at content that is intended to incite violence or encourage dangerous, illegal activities that have an inherent risk of serious physical harm or death. This means not posting videos on things like instructional bomb making, ninja assassin training, sniper attack tutorials, or tips on illegal street racing. Any depictions like these should be educational or documentary in nature and shouldn't be designed to help or encourage others to imitate them.

Children**Copyright****Privacy****Harassment**

It comes down to how you use YouTube. YouTube is all about sharing and interacting with the community in respectful ways. If you're not sure whether a video crosses the line, follow a simple rule of thumb: if you wouldn't say it to someone's face, it's not for YouTube. And if you're looking to attack, harass, threaten, or impersonate others, go elsewhere.

Impersonation**Threats**

Users shouldn't feel threatened when they're on YouTube. Period. Don't leave threatening comments on other people's videos.

Language **English** ▼Country **United States** ▼Safety **Off** ▼**Help** ▲**About** **Press & Blogs** **Copyright** **Creators & Partners****Rising** **Developers****Terms** **Privacy** **Policy & Safety** **Send feedback** **Try new!**

STATE OF MISSOURI v.
JEFFREY R. WEINHAUS

Franklin County, MO No. 12AB-CR02409-01

HENRY JAMES FOLSOM
June 6, 2013

Page 29

1 Q Did the -- Do you know what the results of the
2 federal investigation was?
3 A I just talked to Special Agent Maruschak and
4 he sent it up to his SAC in St. Louis, and their opinion
5 was that they thought the video to be threatening,
6 however, they didn't believe that the video in, itself,
7 was criminal.
8 Q Okay. And did you notify the Franklin County
9 sheriff about the arrest warrant?
10 A On the arrest warrant, yes. I notified, after
11 the judge signed it, I came down stairs outside the other
12 Courthouse and I called the sheriff's department to
13 inform them that we had obtained an arrest warrant and
14 asked them to assist me in the arrest.
15 Q Did they assist you in the arrest?
16 A No. They stated that they had other calls
17 pending and were not available to assist me.
18 Q Okay.
19 A However, they felt like I could go ahead and
20 serve the warrant on my own.
21 Q Who did you talk to at the sheriff's
22 department?
23 A It was one of their non-sworn.
24 Q Do you remember his name?
25 A I don't remember his name.

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1 Q And then how did you make contact with Jeff,
2 too?
3 A I called him on his phone.
4 Q Okay. And did you tell him that you were
5 going to arrest him?
6 A No, sir. I did not.
7 Q Why not?
8 A I wanted to not tell Jeff that I was, you
9 know, going to arrest him, because I didn't think that
10 he would want to turn himself in, or I didn't want to
11 have any problems with that.
12 I felt like if I would come up with a ruse to
13 meet him and return some of his equipment, I could explain
14 to him in person that I had an arrest warrant, versus
15 doing it over the phone and potentially, you know, getting
16 into more trouble.
17 Because if I'd of told him there's an arrest
18 warrant, and maybe he'd try to flee the area, or barricade
19 himself, or do a number of things. I just told him that
20 I needed to meet with him to give him his computers back.
21 Q Did you believe Jeff was dangerous?
22 A At that point, not really.
23 Q Okay. And where did you arrange to meet Jeff?
24 A Originally we had, we had set up to have him
25 meet us at the MFA station, however, when I talked to

Page 31

1 him he even said a public place, and I logically
2 suggested that, since we were sitting there, and he said
3 it was okay, that he would meet us there.
4 So we ended up meeting on the MFA station on K
5 highway just up the road from his house a little ways.
6 Q Why did you choose that location?
7 A It was public, it was private. It was not a
8 lot of traffic there, and it was a location that he knew
9 fairly well.
10 It was also, tactically, one road in and one
11 road out, I would be able to secure each end of the road
12 with a marked unit, so it provided the best opportunity.
13 You know, and I did not want to return to his
14 house in any way, because he'd made a video saying that he
15 was on death row four, and carrying guns, and I just felt
16 like to go back to his house would spark an incident.
17 Q Why didn't you choose an alternate location,
18 such as Troop A or Troop I for him to meet with you?
19 A Like I said, we wanted an isolated place where
20 there weren't a lot of entrances and exits, where no one
21 could get -- could be possibly hurt if anything went
22 wrong.
23 Q You think would it be more dangerous for him
24 to come to a highway patrol troop station?
25 A Well, typically, I wouldn't have him go to

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1 Troop C, that's an hour and a half away, I've only been
2 there once in my career, I would just have him meet me.
3 Since it was a Franklin County warrant, I would
4 normally have the people meet me somewhere in Franklin
5 County and take them down to the department.
6 Q Okay. Were you concerned about your safety at
7 the gas station or the MFA station?
8 A Initially, no. I mean, we were well -- we
9 brought several firearms. We had several, you know, our
10 safety equipment with us and things. The only thing
11 that concerned me was that day, when I spoke to Jeff on
12 the phone he was agitated, and he hadn't been agitated
13 the times when I dealt with him before.
14 He was not happy about things that occurred, but
15 he didn't seem agitated, and that day he seemed agitated.
16 Q How so? Can you just tell me, when you use
17 the word agitated, what statements or behaviors did
18 he --
19 A Just his tone of voice. He was talking real
20 fast, he was real curt, and he, he -- I don't think he
21 trusted me, and he told me he didn't trust me, so he was
22 on edge as well.
23 Q Okay. Were you concerned about the presence
24 of gas pumps or fuel pumps at this location?
25 A I wasn't initially, because

Min-Li S. Smith

Court Reporting Associates

DEFENDANT'S

Exhibit

3

FILED

SEP 04 2013

BILL D. MILLER, Circuit Clerk
FRANKLIN COUNTY MISSOURI
By _____ D.C.IN THE CIRCUIT COURT FOR FRANKLIN COUNTY
20th JUDICIAL CIRCUIT
STATE OF MISSOURI

STATE OF MISSOURI,

v.

JEFFREY R. WEINHAUS,

Defendant.

Case No. 12AB-CR02409-01

**DEFENDANT'S AMENDED MOTION TO DISMISS THE CHARGE OF TAMPERING
WITH JUDICIAL OFFICER FOR DEFECT IN THE INSTITUTION OF THE
PROSECUTION**

Comes now Defendant Jeffrey R. Weinhaus, by counsel Hugh A. Eastwood, and states as his Rule 24.04(b) motion to dismiss the charge of Tampering With Judicial Officer, Felony C RSMo. 565.084, for defect in the institution of the prosecution:

This amended motion is filing to correct the record. Since filing the original motion to dismiss, undersigned counsel has learned of certain past misdemeanor convictions of Defendant (the mention of which before the jury Defendant is moving to exclude in limine in a separate motion). This amended motion simply corrects that issue but is otherwise unchanged.

I. Judicial Tampering Charge

1. Defendant was charged in the Amended Indictment, *inter alia*, with Tampering With Judicial Officer, Felony C, RSMo. 565.084.
2. Defendant hereby moves to dismiss that charge on the basis that as a matter of law his speech is protected by the First Amendment and does not rise to the level of a reasonable threat to any Judicial Officer, and thus—particularly as it is colorful and unpopular political speech nevertheless granted constitutional protection—his speech cannot go to a jury.

3. Defendant also moves to dismiss that charge because the statements were conditional and in nature and thus as a matter of law do not rise to a true threat.

II. Facts

4. The *actus reus* alleged is a Youtube video published to the world wide web on August 17, 2012, featuring Defendant and entitled "Bulletinman Broadcast 8-16-12 The Party's Over! With Notes," *available at* <http://www.youtube.com/watch?v=qHw0sDThkN8&list=UUzc6JzO6mcusCX-YtNj02ug&index=7>.
5. (There is also a second video that does not feature captions. It appears from discovery that both were reviewed by the State and both were reviewed by the arresting troopers whose probable cause statements formed the basis of Defendant's arrest warrant. Since the second video, lacking captions, does not mention Judge Kelly Parker, any prosecution based on the second video fails as a matter of law since there is no evidence to support a finding of probable cause, let alone guilt.)
6. The written caption on the Youtube page is:

Explicit but oh so true. Bulletinman has had enough of the Insanity. Constitution day is September 17th and September 14th will be the last day of the Defacto Court. You all is fired and will be considered trespassers after that time. The power belongs to be people and we got an easy 70% that say you got to go. We the People now realize just what a fraud the Court is not only upon itself but the Constitution, the People and GOD Almighty. No victim no crime. No justice no peace. Know JESUS know peace. Where the Spirit of the LORD is there is Liberty.
7. Defendant begins the video with statements on various matters of public concern such as the poor state of the economy and unemployment.

8. The video threatens that the People will “fire” various Missouri officials including the State Courts Administrator, elected Circuit Judges, lawyers and policemen through a “Redress and Revocation Petition” on 9-11-2012.
9. At 1:17 Defendant generally references corrupt officials and “my right to blast you motherfuckers out of there if we have to. I don’t want to come down to that. I really don’t.”
10. At 2:04 he states generally “we have the right to remove you use of force. Now, we’re not going to go out and kill you like you do other people.”
11. Defendant states at 8:33 that “I’m being generous in a giving you a month to do it,” which the Court can infer to mean the time frame for the above-described people to resign.
12. A text caption appears at 8:40 that cites Mo. Const. sec. 3, particularly as to the right of the people “to alter and abolish their Constitution and form of government whenever they may deem it necessary ...”
13. Defendant then states at 8:50-9:10 that elected officials who resist will be arrested, tried by treason by a jury of their peers, and executed for treason and other crimes against the American people.
14. The video is 9:38 minutes long.
15. Defendant references a laundry list of judges, prosecutors, law enforcement personnel, court clerks, etc., some with particularity and some without.
16. Nowhere does Defendant himself orally state a threat to arrest, try or execute any person.
17. Particularly, nowhere does Defendant state the name of Judge Kelly Parker of Crawford County.

18. Judge Parker's name appears briefly in a caption at 2:47, some six minutes before Defendant's statements about occupying the court house and putting officials on trial for treason.
19. Other officials are named besides Judge Parker in a laundry list, lessening to each of a reasonable speaker and a reasonable listener that Judge Parker is being singled out among the allegedly corrupt officials.
20. The foregoing features a caption stating "Bill of Rights 6," presumably the Sixth Amend., U.S. Const.
21. At 9:20 the Defendant accuses the U.S. government of killing 55 million babies, which the Court can infer to mean a reference to legalized abortion.
22. The video is part of a recurring series of print publications and broadcasts issued by Defendant as a citizen journalist since 1996. *See, e.g., Exs. 1-B* (Bulletinman print publication), authenticated by *Ex. 1-A* (Affidavit of Judy Kropf). Particularly, Bulletinman videos have been broadcast on Youtube since 2009, *at* <http://www.youtube.com/user/bulletinman>.
23. The overall thrust and dominant theme of Bulletinman publications and broadcasts are statements (oft expressed humorously and vulgarly) as to matters of public concern, particularly that:
 - a. Most Missouri elected officials including elected judges are corrupt and subverting the Constitution, and
 - b. The sovereign People pursuant to the Constitution have a right to "fire" elected officials, to try them for treason according to due process by a jury of their peers, and to execute them if found guilty of treason.

24. The correctness or error of the Bulletinman statements is irrelevant to this analysis.
25. The World Wide Web, which anyone may access at anytime with an internet connection, is an archetypal public forum.
26. Defendant has no prior record of provoking violence directly related to his Bulletinman publications.
27. (On information and belief, Defendant has three misdemeanor convictions in Missouri: 2003 for harassment; 2006 for trespassing; and a 2007 Suspended Execution of Sentence (SES) for assaulting a police officer.)

III. The First Amendment prohibits criminal prosecution of Defendant's speech

28. RSMo. 565.084 prohibits speech that would threaten harm to a judicial officer or his immediate family, insofar affects ability of judicial officer to carry out his duties.
29. In context, a reasonable person cannot take Defendant's speech to be a true threat or fighting words to Judge Parker.
30. In the alternative, in the totality of the circumstances, Defendant's speech is protected by the First Amendment.
31. The Free Speech Clause of the First Amendment—"Congress shall make no law... abridging the freedom of speech"—as applied to the states through the Fourteenth Amendment can defeat as a matter of law charges of tampering or harassment that do not constitute a true threat or a reasonable apprehension of harm. *See, e.g., State v. Wooden*, No. SC92846 (Jan. 8, 2013). That is particularly true in the context here where Defendant is a citizen journalist and blogger with a long history of lively and sometimes offensive critical statements against elected officials, but no record of violence.

32. (First Amendment analysis of political speech of public concern is appropriate also under the free speech provision of Mo. Const., art. I, sec. 8. Missouri's free speech rights track those of the federal Constitution.)
33. Defendant's speech is a matter of public concern, as determined by all the circumstances of the case. "[S]peech on 'matters of public concern' ... is 'at the heart of the First Amendment's protection.'" *Dun & Bradstreet, Inc. v. Greenmoss Builders, Inc.*, 472 U. S. 749, 758-759 (1985) (opinion of Powell, J.) (quoting *First Nat. Bank of Boston v. Bellotti*, 435 U. S. 765, 776 (1978)). The First Amendment reflects "a profound national commitment to the principle that debate on public issues should be uninhibited, robust, and wide-open." *New York Times Co. v. Sullivan*, 376 U. S. 254, 270 (1964). That is because "speech concerning public affairs is more than self-expression; it is the essence of self-government." *Garrison v. Louisiana*, 379 U. S. 64, 74-75 (1964). Accordingly, "speech on public issues occupies the highest rung of the hierarchy of First Amendment values, and is entitled to special protection." *Connick v. Myers*, 461 U. S. 138, 145 (1983) (internal quotation marks omitted).
34. Although the boundaries of what constitutes speech on matters of public concern are not well defined, the U.S. Supreme Court has held that speech is of public concern when it can "be fairly considered as relating to any matter of political, social, or other concern to the community," *id.* at 146, or when it "is a subject of general interest and of value and concern to the public," *San Diego v. Roe*, 543 U. S. 77, 83-84. A statement's arguably "inappropriate or controversial character... is irrelevant to the question whether it deals with a matter of public concern." *Rankin v. McPherson*, 483 U. S. 378, 387.

35. To determine whether speech is of public or private concern, this Court must independently examine the “‘content, form, and context,’” of the speech “‘as revealed by the whole record.’” *Dun & Bradstreet, Inc. v. Greenmoss Builders, Inc.*, 472 U. S. 749, 761. In considering content, form, and context, no factor is dispositive, and it is necessary to evaluate all aspects of the speech.
36. Speech deals with matters of public concern when it can “be fairly considered as relating to any matter of political, social, or other concern to the community,” *Connick, supra*, at 146, or when it “is a subject of legitimate news interest; that is, a subject of general interest and of value and concern to the public,” *San Diego, supra*, at 83-84. See *Cox Broadcasting Corp. v. Cohn*, 420 U. S. 469, 492-494 (1975); *Time, Inc. v. Hill*, 385 U. S. 374, 387 (1967). The arguably “inappropriate or controversial character of a statement is irrelevant to the question whether it deals with a matter of public concern.” *Rankin v. McPherson*, 483 U. S. 378, 387 (1987).
37. The “content” of Defendant’s video plainly relates to broad issues of interest to society at large, rather than matters of “purely private concern.” *Dun & Bradstreet, supra*, at 759.
38. While the tone of these messages may fall short of refined social or political commentary, the issues the video highlights—the American economy and unemployment, elected official and elected judicial corruption, abortion—are matters of public import. The video broadcasts Defendant’s statements on those issues, in a manner designed to reach as broad a public audience as possible.
39. Judge Kelly Parker’s name appears in a pop-up caption at 2:47 in the video, some six minutes before the alleged threat made by Defendant at 8:50-9:10. Even if the video is viewed as containing a message related to Judge Kelly Parker specifically, that would not

change the fact that the overall thrust and dominant theme of Defendant's video spoke to broader public issues than Judge Parker. That is particularly true as other law enforcement and elected officials are also listed by name in pop-up captions.

40. Given that Defendant's speech was in a public forum on a matter of public concern, that speech is entitled to "special protection" under the First Amendment. Such speech cannot be restricted merely because it is upsetting or arouses contempt. "If there is a bedrock principle underlying the First Amendment, it is that the government may not prohibit the expression of an idea simply because society finds the idea itself offensive or disagreeable." *Texas v. Johnson*, 491 U. S. 397, 414 (1989). Indeed, "the point of all speech protection ... is to shield just those choices of content that in someone's eyes are misguided, or even hurtful." *Hurley v. Irish-American Gay, Lesbian and Bisexual Group of Boston, Inc.*, 515 U. S. 557, 574 (1995).
41. Nor can the State argue that Defendant's video must go to the jury because the speech is outrageous. "Outrageousness" is a highly malleable standard with "an inherent subjectiveness about it which would allow a jury to impose liability on the basis of the jurors' tastes or views, or perhaps on the basis of their dislike of a particular expression." *Hustler*, 485 U. S., at 55 (internal quotation marks omitted). In a case such as this, a jury is "unlikely to be neutral with respect to the content of [the] speech," posing "a real danger of becoming an instrument for the suppression of ... 'vehement, caustic, and sometimes unpleasan[t]'" expression. *Bose Corp.*, 466 U. S., at 510 (quoting *New York Times*, 376 U. S., at 270).
42. Such a risk is unacceptable; "in public debate [we] must tolerate insulting, and even outrageous, speech in order to provide adequate 'breathing space' to the freedoms

protected by the First Amendment.” *Boos v. Barry*, 485 U. S. 312, 322 (1988) (some internal quotation marks omitted).

43. What Defendant said, in the whole context of how and where he chose to say it, is entitled to “special protection” under the First Amendment, and that protection cannot be overcome by a potential jury finding that the video was outrageous.
44. The purpose of free speech is to invite dispute, even where it incites people to anger; in fact, the provocative and inflammatory content of speech can potentially be seen as positive. *Terminiello v. City of Chicago*, 337 U.S. 1 (1949) (Douglas, J.).
45. “The Constitution is not neutral. It was designed to take the government off the backs of the people.” Justice William O. Douglas, *The Court Years* at 8 (1980).
46. Defendant concedes that free speech does not permit “fighting words”, *Chaplinsky v. New Hampshire*, 315 U.S. 568 (1942) (upholding conviction for breach of peace where Appellant verbally attacked a marshal by shouting “you’re a damned Fascist” in a public street).
47. But here, as discussed *infra*, we are dealing not with fighting words but rather with an alleged true threat, that is, speech that would put a reasonable person in apprehension of harm.
48. Under the totality of the circumstances—the form, content and context—Defendant’s speech does not objectively constitute fighting words, nor does it put Judge Parker or anyone else in a reasonable apprehension of harm by threatening to interfere with the performance of Judge Parker’s judicial duties.

IV. Defendant’s speech in context is hyperbole, not literal

49. Defendant's speech is hyperbolic in tone, not literal. Hyperbole is marked by the use of exaggeration as a rhetorical device or figure of speech. It may be used to evoke strong feelings or to create a strong impression, but is not meant to be taken literally.
50. In our tradition of criticism of public officials, this Court can take judicial notice that hyperbolic statements against public officials have been routinely made both generally and with particularity but do not necessarily intend what their plain language states:
- a. In 2010, former Gov. Sarah Palin (R-AS) produced a political ad putting certain U.S. congressmen "in the crosshairs" and showing a map of congressional seats with a rifle scope view superimposed and a list of the congressmen. *See* Jeff Muskus, *Sarah Palin's PAC Puts Gun Sights On Democrats She's Targeting In 2010*, Huffington Post, Jan. 9, 2011, at http://www.huffingtonpost.com/2010/03/24/sarah-palins-pac-puts-gun_n_511433.html); *see also* *Gabrielle Giffords was on Sarah Palin's crosshairs map – A history of violent words used against Giffords*, S.F. Sentinel, Jan. 9, 2011, available at <http://www.sanfranciscosentinel.com/?p=102900>).
 - i. U.S. Rep. Gabrielle Giffords (D-AZ) was among those targeted by Palin's speech.
 - ii. Giffords was later shot by a mentally ill individual named Jared Loughner, who subsequently pleaded guilty to various related felonies. *U.S. v. Loughner*, 11CR-187TUC (D.Az.).
 - iii. A reasonable person would not believe Gov. Palin advocated the actual shooting of any congressman, including Rep. Giffords.
 - iv. Gov. Palin has never been charged with a crime.

- b. Scientifically reliable and widely accepted polling indicates some 29 percent of Americans think that an armed revolution in order to protect liberties might be necessary in the next few years, with another five percent unsure. In light of such popular views, Defendant's speech can be read either as a hyperbolic extrapolation of such a belief, or as a statement referencing a popular sentiment—but in context not as a direct threat by Defendant to Judge Parker. *See Beliefs about Sandy Hook Cover-Up, Coming Revolution Underlie Divide On Gun Control, Fairleigh Dickinson Poll* (Mar. 31, 2013), available at <http://publicmind.fdu.edu/2013/guncontrol/>.
51. Here, given the lengthy history of Defendant's hyperbolic publications and broadcasts against public officials, a reasonable person would not view the video in context as an actual threat to try and then execute Judge Kelly Parker.
52. The particular reaction of Judge Kelly Parker to the video is irrelevant to this analysis as such a reaction is subjective and has nothing to do with the objection reasonableness of Defendant's speech.
53. It appears that the State concurs with the foregoing, as it has not designated Judge Parker as a trial witness. Defendant has not designated Judge Parker as a witness either in his supplemented disclose to the State.
- V. Defendant's statements are conditional, and do not constitute a true threat under the subjective/objective factors of *Dinwiddie* analysis**
54. True threats do not merit First Amendment protection. *Watts v. United States*, 394 U.S. 705 (1969).

55. In evaluating whether speech is a true threat, this Court must be guided by the multi-factor analysis set forth by the Eighth Circuit in *United States v. Dinwiddie*, 76 F.3d 913 (8th Cir. 1996). The factors include:
- a. The reaction of the recipient of the threat and of other listeners,
 - b. Whether the threat was conditional,
 - c. Whether the threat was communicated directly to its victim,
 - d. Whether the maker of the threat had made similar statements to the victim in the past, and
 - e. Whether the victim had reason to believe that the maker of the threat had a propensity to engage in violence.
56. Defendant's video does not constitute a true threat under this analysis.
- a. Under the reasonable listener test, *United States v. J.H.H.*, 22 F.3d 821, 827-28 (8th Cir. 1994), given the entire factual context, the recipient of the alleged threat could not reasonably conclude that it expresses "a determination or intent to injure presently or in the future."
 - b. The speech was conditional.
 - c. The speech was not communicated directly to Judge Parker.
 - d. Defendant had made no prior speech directed at Judge Parker.
 - e. Defendant had no propensity to engage in violence, had no criminal record, and was not viewed as a dangerous person by the Missouri troopers who executed his arrest warrant. *See Depo. of Folsom*, at 30:21-22.
57. The conditionality of defendant's speech is particularly important to the analysis. The court can reasonably surmise that Defendant's intention was not to intimidate or frighten

Judge Parker but rather to make a political statement to his audience. This intention was fairly clear from the context: Defendant made the alleged threat for purposes of rhetorical hyperbole rather than to intimidate, frighten, or coerce Judge Parker beyond what is allowable political advocacy.

58. In contest, Defendant's statements cannot reasonably be construed by this Court to purposely, knowingly, or recklessly intimidate or coerce Judge Parker, and a reasonable person would not view the statement as threatening. Rather, Defendant's speech promotes open debate and vigorous advocacy over allegations of judicial corruption.
59. (In the alternative, Defendant suggests that this Court can adopt the Ninth Circuit's reasoning and require that the State prove beyond a reasonable doubt that Defendant intended his words or conduct to be understood by Judge Parker as a threat. *See United States v. Bagdasarian*, 652 F.3d 1113 (9th Cir. 2011); *United States v. Cassel*, 408 F.3d 622 (9th Cir. 2005). Mere negligence with regard to the victim's understanding is insufficient.)

VI. The Eighth Circuit splits with other circuits as to whether threats are to be evaluated objectively or subjectively

60. Defendant acknowledges that the federal appellate circuits are split on whether the threat is to be evaluated objectively or subjectively. Compare *Dinwiddie* with *Bagdasarian* with *United States v. White*, 670 F.3d 498, 512 (4th Cir. 2012) with *Turner*, as discussed below.
61. Defendant concedes that the Eighth Circuit in *Dinwiddie* has held the reaction of the recipient can be one of a multitude of factors in analyzing the speech. Here, however,

Defendant's speech was in a public forum and not a communication directly transmitted to Judge Kelly Parker.

62. Indeed, Judge Parker ought not to be able to testify at trial, either, as his subjective reaction to the speech would prejudice the jury as to any objective evaluation—legally or factually—of the reasonable listener's reaction to the speech itself. *United States v. J.H.H.*, 22 F.3d 821, 827-28 (8th Cir. 1994). The admission of recipient reaction testimony is overly prejudicial because it may have a tendency to be overweighted by juries. This is true because members of a jury will trust the recipient's characterization over their own instinct. In addition, members of the jury are likely to be swayed by the emotional impact of the recipient's testimony. *Jennifer E. Rothman, Freedom of Speech and True Threats*, 25 Harv. J.L. & Public Policy 1 (2001).
63. The Court can also find Defendant's speech is not a true threat under other circuits' analyses. Compare the Second Circuit's recent analysis of true threats against federal appellate judges in Chicago in *U.S. v. Turner*, No. 11-196-cr (June 21, 2013). Defendant's speech is distinguishable both under the facts of *Turner*, and under its legal tests for true threats.
64. The Defendant in *Turner* published a blog on the internet. His blog posts included statements such as:
- a. "Obey the Constitution or die."
 - b. The blood of the three judges would "replenish the tree of liberty."
 - c. The judges "didn't get the hint" sent by a gunman who murdered another federal judge in Chicago.

- d. The judges had not “faced REAL free men willing to walk up to them and kill them for their defiance and disobedience.”
 - e. The ruling on a particular case was “so sleazy and cunning as to deserve the ultimate response,” and
 - f. That the judges “deserved to be killed.”
65. Turner also posted photographs, work addresses, and room numbers for each judge, as well as a map to the courthouse where they worked, and a photograph of “anti-truck bomb barriers” outside that courthouse.
66. Turner had a history of links to violent groups such as the Ku Klux Klan and Aryan World Congress, and at one point was an FBI informant as to his website visitors who shared their intentions to commit violent acts (Turner was later dropped by the FBI).
67. Turner’s website revealed a history of statements with threats against other officials, together with threats to divulge their home addresses and mention of “having enough bullets to put them down too.”
68. These facts are distinguishable from the instant case in that:
- a. Weinhaus never made reference to executing any particular judge (but for the most strained reading of a six-minute lapse between a caption with Judge Parker’s name and statements regarding execution for treason).
 - b. Weinhaus never referenced other murders.
 - c. Weinhaus did not exhort others to kill Judge Parker with any particularity.
 - d. Weinhaus never posted maps or business information about Judge Parker’s courthouse.

- e. Weinhaus never threatened to occupy any particular courthouse, and indeed “occupying a courthouse” is merely civil disobedience and not a threat to commit murder (Sgt. Folsom, who attempted to arrest Defendant on September 11, 2012, conceded there were at least three courthouses that Weinhaus might occupy, therefore no courthouse was actually designated with particularity, and conceded that occupation itself can be peaceful). *See, e.g., Ex. 3* (Depo. of Folsom).
69. The *Turner* jury convicted upon instruction for a “true threat.”
70. A split Second Circuit panel affirmed the instruction and conviction on appeal, based on the following factors:
- a. The “seriousness of the extended discussion of killing [the judges].”
 - b. Turner’s references to past acts of violence, particularly the murder of another federal judge in Chicago.
 - c. Turner’s past statements calling for the death of a federal judge, and approvingly noting her subsequent actual murder.
 - d. Posting photographs, work addresses and maps for the threatened judges’ chambers.
71. The *Turner* court also found that intimidation can constitute a true threat when the intent is to place the victim in fear of bodily harm or death, citing the U.S. Supreme Court case proscribing cross burning. *Virginia v. Black*, 538 U.S. 343, 360 (2003).

VII. Defendant’s speech is not incitement under the *Brandenburg* test

72. The U.S. Supreme Court has long distinguished incitement from the mere “advocacy of the use of force or of law violation.” *Brandenburg v. Ohio*, 395 U.S. 444, 449 (1969). The former is illegal; the latter is First Amendment protected.
73. To determine incitement, the proper test is to look whether the statement “is directed to inciting or producing imminent lawless action and is likely to incite or produce such action.” *Id.*; see also *Hess v. Indiana*, 414 U.S. 105, 108-09 (1973).
74. Incitement is distinguishable from a true threat. *New York ex. rel. Spitzer v. Operation Rescue Nat’l*, 273 F.3d 184, 196 (2d Cir. 2001); *United States v. Howell*, 719 F.2d 1258, 1260 (5th Cir. 1983).
75. Even language such as that in Defendant’s Youtube broadcast, which might seem threatening, is protected under an incitement analysis if made in public as part of a political communication. See, e.g., *NAACP v. Claiborne Hardware*, 458 U.S. 886, 902 (1982) (affording First Amendment protection to statements at public rallies threatening to “break [the] damn neck[s]” of those who broke a boycott of segregated retail stores).
76. Defendant’s speech here in a public forum, the world wide web, did not rise to the level of an “unequivocal, unconditional and specific expression[] of intention immediately to inflict injury.” *United States v. Kelner*, 534 F.2d 1020, 1027 (2d Cir. 1976). In that case, by contrast, the *Kelner* Defendant’s conviction was affirmed for the statement, “[W]e are planning to assassinate Mrs. Arafat ... everything is planned in detail.” *Id.* at 1025.

VIII. Defendant’s speech does not constitute fighting words, and is factually distinguishable from *Wooden*

77. The Missouri Supreme Court recently affirmed convictions for harassment under RSMo. 565.090.1(2)1 and 565.090.1(5), where the Defendant sent individual emails and letters to a St. Louis City alderwoman calling her a “bitch” and a “Jezebel” and threatening to “go Gabrielle Giffords” on her with a “sawed off shotgun” and “pop” her “cherry” like assassinated president John F. Kennedy. *State v. Wooden*, No. SC92846 (Jan. 8, 2013).
78. Although the harassment crime in *Wooden* is distinct from judicial harassment under RSMo. 565.084, for the purpose of analysis they are substantially the same. RSMo. 565.090.1(2)1 and 565.090.1(5) require a showing that the threats put the victim in “reasonable apprehension of offensive physical contact or harm.” The judicial tampering statute requires the speaker’s purpose to be to “harass, intimidate or influence a judicial officer in the performance of such officer’s official duties.” Although the showing is different, both are essentially an objective reasonable person standard as to the imminent harm or harassment effect of the speech.
79. In *Wooden*, the Mo. Supreme Court rejected the Defendant’s appeal on First Amendment grounds because, after a detailed factual inquiry into his speech, it found the speech contained words that, taken together, “through their very utterance inflict injury or tend to incite an immediate breach of the peace” and are not protected by the First Amendment or the Missouri Constitution. *Id.* at 6, quoting *Chaplinsky, supra*, 315 U.S. at 571-72.
80. Defendant’s speech here is factually distinguishable from that of *Wooden* in at least five respects:
- a. Wooden sent emails directly to the Alderwoman he threatened. Defendant, by contrast, made his speech only in a public forum (the world wide web), in the

context of a regular broadcast and publication of Bulletinman, which criticizes alleged official corruption.

- b. Wooden had no reputation as a harmless but colorful political commentator. Defendant is a citizen journalist and blogger, known in Crawford County (where Judge Parker sits) for his anti-government views. Context matters as to the statement.
- c. Wooden made references to dusting off a sawed-off shotgun, and that he was going to make “a mess of everything with his sawed-off.” Defendant made no threats to his personal use of deadly force.
- d. Wooden referenced himself as a domestic terrorist and referenced the shootings of President Kennedy, Congresswoman Gabrielle Giffords, and U.S. District Court Judge John Roll. Defendant references no other shootings or murders.
- e. Wooden’s tone was maniacal and menacing. Defendant’s tone is hyperbolic, but not menacing.
- f. Wooden had a history of serious criminality. Defendant has none.

IX. The Court can take judicial notice that Google has not removed the speech from its website, despite Youtube’s “Community Guidelines” and “Terms of Service”

- 81. Defendant’s speech was broadcast from the Youtube website, owned by Google Incorporated.
- 82. Defendant’s speech is still posted publicly on the Youtube website, at <http://www.youtube.com/user/bulletinman>. See Ex. 2-A, Affidavit of Hugh A. Eastwood.

83. Youtube maintains “Terms of Service”, *Ex. 2-B*, available at <http://www.youtube.com/static?template=terms>, and “Community Guidelines”, *Ex. 2-C*, available at http://www.youtube.com/t/community_guidelines, for Youtube users.
84. The Community Guidelines include, *inter alia*:
- a. “Things like predatory behavior, stalking, threats, harassment, intimidation, invading privacy, revealing other people’s personal information, and inciting others to commit violent acts or to violate the Terms of Use are taken very seriously. Anyone caught doing these things may be permanently banned from YouTube.”
85. The Terms of Service include, *inter alia*, at 6.E:
- a. “You further agree that you will not submit to the Service any Content or other material that is contrary to the YouTube Community Guidelines, currently found at www.youtube.com/t/community_guidelines, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.”
86. While Defendant suggests that the standard for a threat is an objective one, he acknowledges that the federal appellate circuits are split on this legal standard (as discussed above), and therefore if this Court adopts a partially subjective standard, the continued presence of Defendant’s speech on the Youtube website suggests that Google and Youtube do not find Defendant’s speech to have violated their “Community Guidelines” and “Terms of Service.”

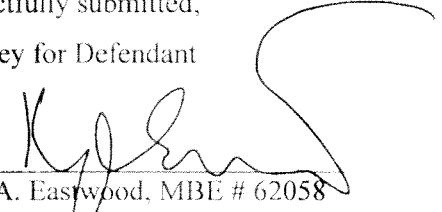
WHEREFORE Defendant Jeffrey R. Weinhaus moves this Court to SUSTAIN his motion to dismiss the charge of Tampering With Judicial Officer, Felony C RSMo: 565.084, for defect in the institution of the prosecution, in that Defendant's speech does not:

1. Constitute a true threat,
2. Put Judge Kelly Parker in a reasonable apprehension of harm,
3. Constitute incitement, nor
4. Incite an imminent breach of the peace.

and for such other relief as may be just, meet and reasonable.

Respectfully submitted,

Attorney for Defendant

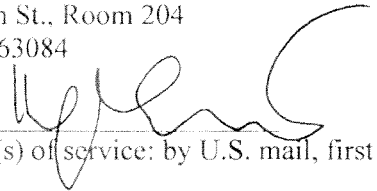


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heastwood@eastwoodlawstl.com
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CERTIFICATE OF SERVICE

The undersigned certifies that on 9/03, 2013 (s)he served this document on:

Robert E. Parks, II
Franklin County Prosecuting Attorney
15 S. Church St., Room 204
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The method(s) of service: by U.S. mail, first class.

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IN THE CIRCUIT COURT FOR FRANKLIN COUNTY
20th JUDICIAL CIRCUIT
STATE OF MISSOURI

STATE OF MISSOURI,

v.

JEFFREY R. WEINHAUS,

Defendant.

Case No. 12AB-CR02409-01

AFFIDAVIT OF JUDY KROPF

Comes now Judy Kropf and states for her Affidavit:

1. My name is Judy Kropf and I am an adult capable of making this Affidavit.
2. Defendant Jeffrey R. Weinhaus is my former husband. Our marriage was legally dissolved in May of 2013.
3. Attached as Exhibits 1-B are true copies of various editions of "Bulletinman," a publication written and produced Defendant.
4. Through my former marriage to Defendant, I have personal knowledge of "Bulletinman" generally and these representative copies in particular.
5. For the past 16 or so years, "Bulletinman" was produced in print format and distributed at various public places in Jefferson County, in Crawford County as an attachment to the "Bourbon Bystander" newspaper (also published by Defendant), and in other places in Missouri.
6. "Bulletinman" has also been created, produced and distributed by my former husband Defendant through the internet, on the Bulletinman.com website and on Youtube at <http://www.youtube.com/user/bulletinman>.
7. Further Affiant sayeth not.

DEFENDANT'S
Exhibit
1-A

I hereby verify and affirm that I have read and understood this document. I declare under oath and under penalty of perjury that to the best of my knowledge all the statements in this document are true and correct.

Judith A Kropf
Judith Kropf

State of Missouri)
) ss
County of St. Louis)

Subscribed and sworn before me this August 2, 2013

Lawrence L. Thurmond
Notary Public

Americans, indeed all free men, remember that inn the final choice, a soldier's pack is not so heavy a burden as a prisoner's chains. Ike

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Backpage

DEFENDANT'S

Exhibit

1-B

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"A sign of a good busi-
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Meanwhile back at the Ranch. In Jefferson County still Judge Bouchard sits on the bench and Tammy Berg is raking it in. Have you seen the drug court contract? In your face evidence that the Court is a fraud upon not only it self but everyone who it comes in contact with. Our government is so screwed up. The land records are now ruined since the Recorders of Deeds has accepted the MERS filings. Do you really believe that the vote count is honest? If they are voting with anything but paper ballots hand counted it can be rigged. In this day and age even without a vigilant County clerk. Assessor, personal property tax? Land tax? How about a sales tax to pave the roads and put out fires like the Constitution calls for. With a flat sales tax out government could function in the capacity it was created for. To protect and maintain our God given rights. Keep praying. Have not heard from Chuck about his lot next to the Courthouse. Though there was a protest at the Jail on Saturday June 16th in honor of Bradley Kingery who was found dead in the jail on Memorial Day morning at 3:30. Brad was 24 being held on I believe a failure to appear traffic related warrant. The JCSD would not even let the Mother look at the body and refused to turn over his belongings. Now his brother is in there on some BS! What is up with that? To top it off finding a lawyer to sue the Sheriff's department is impossible without a huge sum of cash upfront. In Jeffco carpet bagger lawyers are coming down from the City and County to do business with the Court because most of local attorney's have screwed at least one member of every family in the county. The people are flat broke, busted not to be trusted and now the trickle up effect is starting to show. When people lose it all that is when they lose it. There is a case that has been going on in Jeffco for over 7 years hung jury once now they are trying to get these people again based on the testimony of a 12 year old. These folks have spent \$250,000 on lawyers and the problem has not gone away. These charges should not have even be filed in the first place. Secondly the lawyer they hired who said that became the PA in Jeffco. Now you would think that after these people paid Forrest 30 and Brain Hammond 20 thousand that is, this "matter" would have vanished. No it got to transferred to St. Louis County and they went and gave the big city lawyers another 50 and they still owe them 100 for a hung jury. They are now lawyer less and broke. The matter has not gone away even though the alleged victim has changed her story at least three times and the one who took her to the police and started the whole ball rolling was just picked up and released after he was on Jeffco's most wanted list. My GOD people you just can't make stuff like this up. By the way the "system" placed the trouble young lady into the home of the actual abuser who was the accused brother. In short order! That is just one of a hundred stories I could share and the Bulletin has a very small footprint. Sad what have we become? Is there any accountability left? I for one can not get any justice under this system and I'm afraid I'm not the only one. They that be with us are a whole lot more than they that be with them. The real scary part of this is that there are certain people who are starting to figure this out who are trained killers under oath to defend our Constitution. That spells TROUBLE for the people who make a living under the color of law. In Crawford County same story though different faces. They first stole the election from Larry in Bourbon and on May 23rd the "task force" raided his place of business terrorizing the customers and children. This all went down because Larry was selling the incense that some people use to get high even though it is labeled not for human consumption and is 100% totally legal. They stole thousands of dollars worth of inventory, computers, cash, cashiers checks, and to top it all off froze his bank accounts. Though keep in mind he is innocent until proven guilty. They even arrested his helper for selling this "illegal" product even though he never took any money. What is it going to take? How much more must we endure? You the tax paying citizens of this once great state are paying these terrorist. Now is the time to open your eyes and see who the real enemy is. You have been lied too, deceived and brain washed into thinking that the USA and the police are the good guys. I hate to burst your bubble though the ones wearing black masks and carrying machine guns are your "trusted public servants". Would you please put aside your pride and open your eyes realizing that the devil is a liar. The enemy has come in like a flood though the good news is that God is still on the throne and prayer changes things. It is my prayer for another great awakening to occur and for people to realize that out enemy is within and cast them out while there is still time. No More Lies! Fire them all let GOD sort them out!

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It is curious that physical courage should be so common in the world and moral courage so rare. -Mark Twain

Courage is doing what you're afraid to do. There can be no courage unless you're scared. -Edward Vernon Rickenbacker

Backpage

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February 1 2012

Fall upon the ROCK before the ROCK falls on you

When a man asks himself what is meant by action he proves he is not a man. When a man asks himself what is meant by action he proves he is not a man of action. Action is a lack of balance. In order to act you must be somewhat insane. A reasonably sensible man is satisfied with thinking. Georges Clemenceau.

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Meanwhile, back at the Ranch. Well just when you think there is no hope you get a call and by GOD you get confirmation. Paul Curtman the State Rep from House Springs I think it is district 105 called me. My first words to him was a simple question, are we doomed and he said that we are. Which confirms what I have been writing in this BULLETIN. But he went on to tell me that articles of impeachment have been filed against a sitting Judge for the first time well we really don't know, we do know that there has not been a judge impeached in Missouri since 1960. Yea it has been 52 years since we got rid of a Judge in Missouri but Paul and a few other courageous reps have actually got an impeachment going it is number 333 a Judge from Adair County named Russell E. Steele. We will certainly keep you up to date on this matter. Paul is a former Marine who actually honors his oath and loves this Country. Though let me share this with you they are few and far between in Jeff City. If you are a praying person please pray for Paul and all our State Reps and Senators. Pray for the Sheriff and his deputies to wake up and realize that they are the instruments of oppression. Should revival not come to the law enforcement community and they keep on enforcing laws that are in direct violation of the Constitution there will be a blood bath. If they keep on pushing the people some will push back. When people lose it all that is when they lose it. I would not want to be a member of the law enforcement community or even be within 500 yards of a court-house. The American dream has become a nightmare and not every one out there are like the Bulletinman. Most can't read much less write, the only thing they know how to do is shoot and make bombs. Most of the American people don't realize that we wrestle not against flesh and blood but against spiritual wickedness in high places. Most people don't realize it is not the Sheriff or the policeman who is driving that car that pulls them over and that pulls up to their house to evict them. It is a spirit that has possessed that body to do the works of the devil. Most will not pray, most will simply roll over and take it. Though there are a few who will think that the cop, judge, lawyer, banker is the one who is carrying out this evil and some will shoot them down. I for one realize that my problem is not a person it is the devil and I have power over all the power of the enemy. Though I'm not of this world. I may be in it for now though I'm just passing through. The ones who are buying all the guns are not buying them to go deer hunting or target shooting. They are buying them because they no longer trust the government and their agents. Boy I'm glad that I'm on the right side and not out stealing from the well armed weak, poor and uneducated mass of people who have just about been pushed as far as they are going to be.

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All human actions have one or more of these seven causes: chance, nature, compulsion, habit, reason, passion, and desire.
Aristotle

Backpage

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June 26 2010.

America's state religion, is patriotism, a phenomenon which has convinced many of the citizenry that "treason" is morally worse than murder or rape.
William Blum

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Everyone
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Meanwhile back at the ranch, Oh the dirty tricks and the lies that spew forth from the JCSD!!!!The devil is indeed a liar. If you really wanted to be a criminal wouldn't it make sense to be a cop? Yea it would, you are on the inside. Well let me share this with you the taxpaying citizen of Jefferson County Missouri. You are being ripped off and every dollar that you spend in our fair county about 2 cents goes to the local not-sees!!!! Retired on Duty? Yea one who has been with the JCSD since I can remember is ED KEMP and I heard that he is proud to say that he is retired on duty! I called ED and he called me back. I ask him if he really only showed up one day a week @ Hellsboro. He said that he is not always in Hellsboro. He is mobile Now Ed wants to be your State Rape oh I mean Rep. He is one of them there

"Demoncrats" there are 45 elected offices in Jeffco 44 are occupied by Demoncrats the other one is Republican but he appears to be the biggest turd of them all Darrel Missey is his name and he is a corrupt judge who allows child molesters to live in apartment complexes and as now sent the Children which were molested by their step father to a place called Epworth were they are molested on a regular basis. Tim Miller is the girls lawyers and he is in on this child slavery ring as well. These people folks are beyond corrupt I could sit here for the next five years and not be able to share with you all the "horror" stories that spew forth from the Synagoge of Satan's local branch The Courthouse!!!!

Misery is created there on a daily basis and it is going to cease and desist as long as I'm alive I will expose these evil doers and run their ass out of town. The whole point of a free press to tell the people just how bad their government has become! Listen I love my county, city and country enough to tell the people the Truth. Our elected leaders take you all for fools. Dumbass self centered people who are only concerned about getting laid and where their next high is going to come from. As long as the check is there everything is a ok. It won't be long until the payments that silence the masses run out.

It won't be long until the People realize that there country is being stolen from them. It won't be long until the Billion rounds of Ammo that where bought in the last year start coming out of the 10 million guns that were bought as well. I really think that "they" have no idea just what danger "they" have put themselves and their poor-pitiful families in. I feel the Rising Force coming and when it comes my goodness. The lighting is going to strike and "they" will never know what hit "them". JAH's judgement is coming and in one hour this country is going to change overnight it will be all over. Are you ready to meet JESUS. Every knee will bow better to bow now. Today is the day of salvation!!!

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An ignorant person is one who
doesn't know what you have just
found out.

Will Rogers

Backpage

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July 14th 2009 Bastille Day

Soon!

Those who make peaceful
revolution impossible will
make violent revolution
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JFK

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won't do anything about the
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Meanwhile back at the ranch, my name stays the same
now tell who is the one to blame? My name is Bulletinman
and I've come to set the captives free and preach the
coming Kingdom of Jesus Christ. To expose, identify and
destroy the works of the Devil. I may not be able to
predict my demise but you can bet it won't be on my
knees. Defiance to Tyrants is obedience to GOD. This
Beast has become a Tyrant. If you haven't figured it out
be now, we be the Beast. America is still controlled by
Great Britain and is about to be sacrificed so that a New
World Order will arise out of the ashes of America. Now
the way I read the Book the KJV Authorized Bible. He that
letteh will let until he be taken out of the way. In a
moment a twinkling of an eye things are going to change
Then that wicked one will be revealed. That wicked one I
believe is Prince William and he makes Barrack look like a
pimpling idiot. It all goes back to England and their
minions here in America are the lawyers. The court and it's
officers are on a mission to separate you from your money,
your family and all you hold dear. The lawyers are in bed
with everyone and they run the show. Isn't it time that
we do something about them. I'm all for a peaceful
exodus from the promised land. We can give all members
of the BAR (British Accrediation Registry) 48 hours starting
on September 17th to leave the country. If they are still in
the country they will be rounded up, tried, convicted and
executed. They along with the cops, politicians and other
accomplices will be brought up on charges. By the people.

You see if you got rid out of the judges and outlawed
their little terrorist cult we could rid America of 90% of the
evil. We can ship them all back to England or Israel. Most
of course will end up in Isrealhell, though the love of
money isn't a racial or semite thing. It is universal. Though
being a Jew by blood it is hard to over come. I find myself
very tight fisted at times and I know better. My eyes are
open and still I don't give what I should. Greed is not
good! Give and it shall be given. You see it's about giving.
Generous Jeff is what I want to be known as, not Greedy
Grant. Or Teflon Ron, Or Cold Be Hyenas, or Kurt blown
away in the breeze. Why screw over your neighbor? Your
brother! hey I remember the quote My loathings are
simple: stupidity, oppression, crime, cruelty, soft music.

Vladimir Nabokov. I bet you Ronald and his thieving
children like Perry Como and Lawrence Welk, though 4 out
of 5 isn't bad. Mel from Ram Tire wanted me to mention
the Judas Priest show. Went to see the Priest @ the
Family Arena and they where amazing very loud and hard.
Brought back a lot of memories and thoughts. They did
the British Steel album and it was a delight. You can check
it out on youtube. You can also check out BULLETINMAN
on you tube as well. I try to post something new every
day. Check it out you'll like it..or your money back!

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IN THE CIRCUIT COURT FOR FRANKLIN COUNTY
20th JUDICIAL CIRCUIT
STATE OF MISSOURI

STATE OF MISSOURI,

v.

JEFFREY R. WEINHAUS,

Defendant.

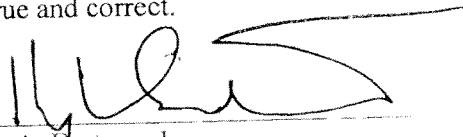
Case No. 12AB-CR02409-01

AFFIDAVIT OF HUGH A. EASTWOOD

Comes now Hugh A. Eastwood and states for his Affidavit:

1. My name is Hugh A. Eastwood and I am an adult capable of making this Affidavit.
2. Attached as Exhibits 2-B and 2-C are, respectively, true copies of the Google YouTube "Terms of Service" and "Community Guidelines."
3. I downloaded these documents from the world wide web on August 5, 2013.
4. At that time, Defendant's YouTube video of August 16, 2012 is still posted and freely available on the Google Youtube website at <http://www.youtube.com/user/bulletinman>.
5. Further Affiant sayeth not.


I hereby verify and affirm that I have read and understood this document. I declare under oath and under penalty of perjury that to the best of my knowledge all the statements in this document are true and correct.



Hugh A. Eastwood

State of Missouri)
) ss
County of St. Louis)

Subscribed and sworn before me this Aug. 6, 2013



Notary Public

DEFENDANT'S
Exhibit
2-A

SANDRA L. THURMOND
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis City
My Commission Expires: Aug. 29, 2014
COMMISSION #10430135

8/5/13

Terms of Service - YouTube



About

Press & Blogs

Copyright

Safety

Creators & Partners

Advertising

Upload

DEFENDANT'S
Exhibit
2-B

TERMS OF SERVICE

Pay Content Terms of Service

Collecting Society Notices

Copyright Notices

Community Guidelines

Terms of Service

Community Guidelines

1. Your Acceptance

- A. By using or visiting the YouTube website or any YouTube products, software, data feeds, and services provided to you on, from, or through the YouTube website (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) Google's Privacy Policy, found at <http://www.google.com/intl/en/policies/privacy/> and incorporated herein by reference, and (3) YouTube's Community Guidelines, found at www.youtube.com/t/community_guidelines and also incorporated herein by reference. If you do not agree to any of these terms, the Google Privacy Policy, or the Community Guidelines, please do not use the Service.
- B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version www.youtube.com/t/terms. YouTube may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

2. Service

- A. These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of YouTube, including but not limited to all products, software and services offered via the YouTube website, such as the YouTube channels, the YouTube "Embeddable Player," the YouTube "Uploader" and other applications.
- B. The Service may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve YouTube from any and all liability arising from your use of any third-party website.
- C. Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

3. YouTube Accounts

- A. In order to access some features of the Service, you will have to create a YouTube or Google account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.
- B. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

4. General Use of the Service—Permissions and Restrictions

YouTube hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

- A. You agree not to distribute in any medium any part of the Service or the Content without YouTube's prior written authorization, unless YouTube makes available the means for such distribution through functionality offered by the Service (such as the Embeddable Player).
- B. You agree not to alter or modify any part of the Service.
- C. You agree not to access Content through any technology or means other than the video playback pages of the Service itself, the Embeddable Player, or other explicitly authorized means YouTube may designate.
- D. You agree not to use the Service for any of the following commercial uses unless you obtain YouTube's prior written approval:
- the sale of access to the Service;
 - the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or
 - the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service, unless other material not obtained from YouTube appears on the same page and is of sufficient value to be the basis for such sales.
- E. Prohibited commercial uses do not include:
- uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote your business or artistic enterprise;
 - showing YouTube videos through the Embeddable Player on an ad-enabled blog or website, subject to the advertising restrictions set forth above in Section 4.D; or
 - any use that YouTube expressly authorizes in writing.

(For more information about what constitutes a prohibited commercial use, see our FAQ.)

- F. If you use the Embeddable Player on your website, you may not modify, build upon, or block any portion or functionality of the Embeddable Player, including but not limited to links back to the YouTube website.
- G. If you use the YouTube Uploader, you agree that it may automatically download and install updates from time to time from YouTube. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit YouTube to deliver these to you) as part of your use of the Uploader.
- H. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.
- I. In your use of the Service, you will comply with all applicable laws.
- J. YouTube reserves the right to discontinue any aspect of the Service at any time.

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Terms of Service - YouTube

5. Your Use of Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

- A. The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under the law.
- B. Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content unless you see a "download" or similar link displayed by YouTube on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of YouTube or the respective licensors of the Content. YouTube and its licensors reserve all rights not expressly granted in and to the Service and the Content.
- C. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.
- D. You understand that when using the Service, you will be exposed to Content from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless YouTube, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

6. Your Content and Conduct

- A. As a YouTube account holder you may submit Content to the Service, including videos and user comments. You understand that YouTube does not guarantee any confidentiality with respect to any Content you submit.
- B. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to YouTube all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.
- C. For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in video Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your videos from the Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.
- D. You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant YouTube all of the license rights granted herein.
- E. You further agree that you will not submit to the Service any Content or other material that is contrary to the YouTube Community Guidelines, currently found at www.youtube.com/t/community_guidelines, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.
- F. YouTube does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with Content. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and YouTube will remove all Content if properly notified that such Content infringes on another's intellectual property rights. YouTube reserves the right to remove Content without prior notice.

7. Account Termination Policy

- A. YouTube will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer.
- B. YouTube reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. YouTube may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

8. Digital Millennium Copyright Act

- A. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):
 - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
 - Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
 - A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

YouTube's designated Copyright Agent to receive notifications of claimed infringement is Shadie Farazian, 901 Cherry Ave., San Bruno, CA 94066, email: copyright@youtube.com, fax: 650-872-8513. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through <https://support.google.com/youtube/?hl=en-US>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

- B. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of

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federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, YouTube may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at YouTube's sole discretion.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

14. General

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California. These Terms of Service, together with the Privacy Notice at <http://www.google.com/intl/en/policies/privacy/> and any other legal notices published by YouTube on the Service, shall constitute the entire agreement between you and YouTube concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

136

8/5/13

Terms of Service - YouTube

Dated: June 9, 2010

Language: English ▼

Country: Worldwide ▼

Safety: Off ▼

Help ▲

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8/5/13

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ABOUT YOUTUBE

Getting Started

Community Guidelines

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YouTube Community Guidelines

Respect the YouTube Community

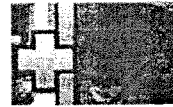
We're not asking for the kind of respect reserved for nuns, the elderly, and brain surgeons. We mean don't abuse the site. Every cool new community feature on YouTube involves a certain level of trust. We trust you to be responsible, and millions of users respect that trust. Please be one of them.

DEFENDANT'S
Exhibit
2-C

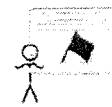
Don't Cross the Line

Here are some common-sense rules that will help you steer clear of trouble:

- YouTube is not for pornography or sexually explicit content. If this describes your video, even if it's a video of yourself, don't post it on YouTube. Also, be advised that we work closely with law enforcement and we report child exploitation. Please read our Safety Center and stay safe on YouTube.
- Don't post videos showing bad stuff like animal abuse, drug abuse, under-age drinking and smoking, or bomb making.
- Graphic or gratuitous violence is not allowed. If your video shows someone being physically hurt, attacked, or humiliated, don't post it.
- YouTube is not a shock site. Don't post gross-out videos of accidents, dead bodies or similar things intended to shock or disgust.
- Respect copyright. Only upload videos that you made or that you are authorized to use. This means don't upload videos you didn't make, or use content in your videos that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or videos made by other users, without necessary authorizations. Read our Copyright Tips for more information.
- We encourage free speech and defend everyone's right to express unpopular points of view. But we don't permit hate speech (speech which attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and sexual orientation/gender identity).
- Things like predatory behavior, stalking, threats, harassment, intimidation, invading privacy, revealing other people's personal information, and inciting others to commit violent acts or to violate the Terms of Use are taken very seriously. Anyone caught doing these things may be permanently banned from YouTube.
- Everyone hates spam. Don't create misleading descriptions, tags, titles or thumbnails in order to increase views. It's not okay to post large amounts of untargeted, unwanted or repetitive content, including comments and private messages.



Flagging on
YouTube: The



Staying Safe on
YouTube

Please take these rules seriously and take them to heart. Don't try to look for loopholes or try to lawyer your way around the guidelines—just understand them and try to respect the spirit in which they were created. If you'd like more details, check out our Community Guideline Tips.

We Enforce These Guidelines

Okay, this one is more about us than you. YouTube staff review flagged videos 24 hours a day, seven days a week to determine whether they violate our Community Guidelines. When they do, we remove them. Sometimes a video doesn't violate our Community Guidelines, but may not be appropriate for everyone. These videos may be age-restricted. Accounts are penalized for Community Guidelines violations and serious or repeated violations can lead to account termination. If your account is terminated, you won't be allowed to create any new accounts. For more information about how the Community Guidelines are enforced and the consequences of violating them, please visit the Help Center.

YouTube is for the Community

Remember that this is your community! Each and every user of YouTube makes the site what it is, so don't be afraid to dig in and get involved!

- Have fun with the site. There's a lot to see here, and lots of folks making amazing stuff—one of them might be you! Equipment's getting cheaper and easier to use all the time, so dive in and enjoy.
- Let folks know what you think. Feedback's part of the experience, and when done with respect, can be a great way to make friends, share stories, and make your time on YouTube richer. So leave comments, rate videos, make your own responses to videos that affect you, enter contests of interest—there's a lot going on and a lot of ways to participate.
- You may not like everything you see. Some of the content here may offend you—if you find that it violates our Terms of Use, then click the button that says "Flag" under the video you're watching to submit it for review by YouTube staff. If it doesn't, then consider just clicking on something else—why waste time watching videos you don't like?

8/5/43

YouTube

That's it! Thanks for reading!

—The YouTube Team

Community Guideline Tips

Want a little more insight into the limits and exceptions in the Community Guidelines? Here are some helpful examples and tips:

Sex and Nudity**Hate Speech****Shocking and Disgusting****Dangerous Illegal Acts**

While it might not seem fair to say you can't show something because of what viewers theoretically might do in response, we draw the line at content that's intended to incite violence or encourage dangerous, illegal activities that have an inherent risk of serious physical harm or death. This means not posting videos on things like instructional bomb making, ninja assassin training, sniper attacks, videos that train terrorists, or tips on illegal street racing. Any depictions like these should be educational or documentary and shouldn't be designed to help or encourage others to imitate them.

Children**Copyright****Privacy****Harassment**

It comes down to respect. YouTube is all about sharing and interacting with the community in respectful ways. If you're not sure whether a video or comment you've made crosses the line, follow a simple rule of thumb: if you wouldn't say it to someone's face, don't say it on YouTube. And if you're looking to attack, harass, demean, or impersonate others, go elsewhere.

Impersonation**Threats**

Users shouldn't feel threatened when they're on YouTube. Period. Don't leave threatening comments on other people's videos.

Language: English ▾

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STATE OF MISSOURI v.
JEFFREY R. WEINHAUS

Franklin County, MO No. 12AB-CR02409-01

HENRY JAMES FOLSOM
June 6, 2013

Page 29

1 Q Did the -- Do you know what the results of the
2 federal investigation was?

3 A I just talked to Special Agent Maruschak and
4 he sent it up to his SAC in St. Louis, and their opinion
5 was that they thought the video to be threatening,
6 however, they didn't believe that the video in, itself,
7 was criminal.

8 Q Okay. And did you notify the Franklin County
9 sheriff about the arrest warrant?

10 A On the arrest warrant, yes. I notified, after
11 the judge signed it, I came downstairs outside the other
12 Courthouse and I called the sheriff's department to
13 inform them that we had obtained an arrest warrant and
14 asked them to assist me in the arrest.

15 Q Did they assist you in the arrest?

16 A No. They stated that they had other calls
17 pending and were not available to assist me.

18 Q Okay.

19 A However, they felt like I could go ahead and
20 serve the warrant on my own.

21 Q Who did you talk to at the sheriff's
22 department?

23 A It was one of their majors.

24 Q Do you remember his name?

25 A I don't remember his name.

Page 30

1 Q And then how did you make contact with Jeff,
2 too?

3 A I called him on his phone.

4 Q Okay. And did you tell him that you were
5 going to arrest him?

6 A No, sir, I did not.

7 Q Why not?

8 A I wanted to not tell Jeff that I was, you
9 know, going to arrest him, because I didn't think that
10 he would want to turn himself in, or I didn't want to
11 have any problems with that.

12 I felt like if I would come up with a ruse to
13 meet him and return some of his equipment, I could explain
14 to him in person that I had an arrest warrant, versus
15 doing it over the phone and possibly, you know, getting
16 into more trouble.

17 Because if I'd of told him there's an arrest
18 warrant, and maybe he'd try to flee the area, or barricade
19 himself, or do a number of things, so I just told him that
20 I needed to meet with him to give him his computers back.

21 Q Did you believe Jeff was dangerous?

22 A At that point, not really.

23 Q Okay. And where did you arrange to meet Jeff?

24 A Originally we had, we had set up to have him
25 meet us at the MFA station, however, when I talked to

Page 31

1 him he even said a public place, and I logically
2 suggested that, since we were sitting there, and he said
3 it was okay, that he would meet us there.

4 So we ended up meeting on the MFA station on K
5 highway just up the road from his house a little ways.

6 Q Why did you choose that location?

7 A It was public, it was private. It was not a
8 lot of traffic there, and it was a location that he knew
9 fairly well.

10 It was also, tactically, one road in and one
11 road out, I would be able to secure each end of the road
12 with a marked unit, so it provided the best opportunity.

13 You know, and I did not want to return to his
14 house in any way, because he'd made a video saying that he
15 was on death con four, and carrying guns, and I just felt
16 like to go back to his house would spark an incident.

17 Q Why didn't you choose an alternate location,
18 such as Troop C, or Troop I for him to meet with you?

19 A Like I said, we wanted an isolated place where
20 there weren't a lot of entrances and exits, where no one
21 could get -- could be possibly hurt if anything went
22 wrong.

23 Q You think would it be more dangerous for him
24 to come to a highway patrol troop station?

25 A Well, typically, I wouldn't have him go to

Page 32

1 Troop C, that's an hour and a half away, I've only been
2 there once in my career, I would just have him meet me.

3 Since it was a Franklin County warrant, I would
4 normally have the people meet me somewhere in Franklin
5 County and take them down to the department.

6 Q Okay. Were you concerned about your safety at
7 the gas station, at the MFA station?

8 A Initially, no. I mean, we were well -- we
9 brought several firearms. We had several, you know, our
10 safety equipment with us and things. The only thing
11 that concerned me was that day, when I spoke to Jeff on
12 the phone he was agitated, and he hadn't been agitated
13 the times when I dealt with him before.

14 He was not happy about things that occurred, but
15 he didn't seem agitated, and that day he seemed agitated.

16 Q How so? Can you just tell me, when you use
17 the word agitated, what statements or behaviors did
18 he --

19 A Just his tone of voice. He was talking real
20 fast, he was real curt, and he, he -- I don't think he
21 trusted me, and he told me he didn't trust me, so he was
22 on edge as well.

23 Q Okay. Were you concerned about the presence
24 of gas pumps, fuel pumps at this location?

25 A I wasn't initially, because

Min-T-Script

Court Reporting Associates

DEFENDANT'S

Exhibit

3

IN THE CIRCUIT COURT FOR FRANKLIN COUNTY
20th JUDICIAL CIRCUIT
STATE OF MISSOURI

STATE OF MISSOURI,)	
)	
v.)	Case No. 12AB-CR02409-01
)	
JEFFREY R. WEINHAUS,)	
)	
Defendant.)	

DEFENDANT'S SECOND MOTION IN LIMINE

Comes now Defendant Jeffrey R. Weinhaus, by counsel Hugh A. Eastwood, and states as Defendant's Second Motion in Limine:

Any mention of the following items before the jury would (a) deny Plaintiff a fair trial, (b) be inadmissible for any purposes, and (c) cause improper prejudice, wherefore Defendant moves the court to prohibit the State from either mentioning or referring to the following items in voir dire, opening statement, examination of witnesses, presentation of evidence, or closing argument, or at any other time in the presence of the jury:

1. Contents of Defendant's car – shotgun and handgun. The troopers recovered a shotgun and a handgun from Defendant's car after they shot Defendant. Those two weapons stayed in the car after Defendant exited the car. The troopers' own testimony to date indicates that they used a ruse of returning seized computer equipment to lure Defendant to the gas station to serve an arrest warrant. The recording of Defendant indicates that his state of mind was that he believed the ruse, in that he triumphantly declared that he had "won" and that his seized property was being returned. There are no charges involving unlawful possession or use of the shotgun and handgun. There is no collateral evidence of bad intent by Defendant. Yet the State wants to argue Defendant was "loaded for

bear” and intended to use an arsenal of weapons against the troopers. The shotgun and handgun in the car have nothing to do with the attempted assault and resisting arrest charges against Defendant, particularly as they were unknown to the troopers until long after they shot Defendant. The prejudicial effect of allowing the State to present evidence of the shotgun and handgun is overwhelming, but the probative effect is low and misleading.

Granted _____ Overruled _____

2. Defendant reserves the right to move further *in limine* based on the State’s proposed evidence at trial.

WHEREFORE Defendant prays this Court SUSTAIN his second motion in limine, and for such other relief as may be just, meet and reasonable.

Respectfully submitted,
Attorney for Defendant

/s/ Hugh A. Eastwood
Hugh A. Eastwood, MBE # 62058
7777 Bonhomme Avenue, Suite 1603
St. Louis, Missouri 63105-1941
heastwood@eastwoodlawstl.com
Fax (314) 727 4473
Tel. (314) 727 3533
Cell (314) 809 2343

So Ordered,

Hon. Keith M. Sutherland, Circuit Judge

Date:

CERTIFICATE OF SERVICE

The undersigned certifies that on September 22, 2013 (s)he served this document on:

Robert E. Parks, II
Franklin County Prosecuting Attorney
15 S. Church St., Room 204
Union, MO 63084

/s/ Hugh A. Eastwood

The method(s) of service: Missouri courts e-filing system.

FILED

APR 25 2013

BILL D. MILLER, Circuit Clerk
By FRANKLIN COUNTY MISSOURI D.C.

IN THE CIRCUIT COURT OF FRANKLIN COUNTY
STATE OF MISSOURI

STATE OF MISSOURI,
Plaintiff,

VS

Jeffery R Weinhaus
Defendant.

Cause No. 12AB-CR02409-01

Division No.

Judge: Sutherland

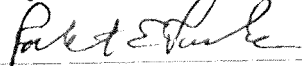
STATE'S MOTION IN LIMINE 1

COMES NOW, the State of Missouri, by and through Prosecuting Attorney Robert E. Parks, and moves that the attorney for the defendant, the defendant, and defense witnesses during voir dire, opening statement, presentation of evidence and final arguments be instructed not to mention or be permitted to elicit testimony either directly or indirectly by question or comment the following:

That defendant is the victim of a crime in this case and not the defendant.

Defendant has signed several documents filed with the court as "defendant/victim". Defendant is not the victim of any crime as charged by the State in this cause. Victims in this cause are The State, Judge Kelly Parker Sgt Folsom and Cpl Menden.

Respectfully submitted,



Robert E. Parks- 36333
Prosecuting Attorney
County of Franklin
Union, Missouri 63084

PROOF OF SERVICE

This is to certify that a copy of the above and foregoing was hand delivered to defendant in open Court on April 25, 2013



FILED

SEP 04 2013

BILL D. MILLER, Circuit Clerk
FRANKLIN COUNTY MISSOURI
By _____ D.C.

IN THE CIRCUIT COURT FOR FRANKLIN COUNTY
20th JUDICIAL CIRCUIT
STATE OF MISSOURI

STATE OF MISSOURI,

v.

JEFFREY R. WEINHAUS,

Defendant.

Case No. 12AB-CR02409-01

DEFENDANT'S OPPOSITION TO STATE'S MOTION IN LIMINE

Comes now Defendant Jeffrey R. Weinhaus, by counsel Hugh A. Eastwood, and states as his Opposition to State's Motion in Limine:

1. The State has moved in limine to exclude Defendant from referring to himself as a victim.
2. The basis of the State's motion is that Judge Kelly Parker and Sgt. H.J. Folsom are the victims in the case, respectively, of Defendant's alleged judicial tampering, and his alleged assault on a law enforcement officer and resisting arrest.
3. It is uncontroverted, however, that Sgt. H.J. Folsom used his firearm to shoot and grievously wound Defendant multiple times in the course of attempting to serve an arrest warrant on Defendant on September 11, 2012. (Cpr. Scott Mertens also shot at but may or may not have struck Defendant.)
4. Defendant required air lifting to the trauma unit at St. John's Mercy Hospital in St. Louis County.
5. Multiple documents produced by the State refer to the Defendant as the victim of a police shooting; these include documents created by the Missouri State Highway Patrol. *See, e.g., Ex. A* (Highway Patrol supplemental report 33).

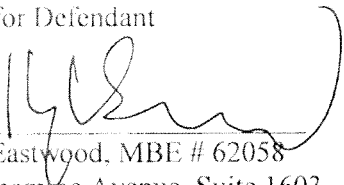
✓

6. The issue for the jury is not just whether the Defendant committed the charged offenses, but also whether Defendant posed a threat to the troopers that justified their shooting Defendant. Thus, Defendant needs to be referred to, factually accurately, as the victim of a police shooting in order to defend himself against the charges.
7. Accordingly, it would substantially prejudice Defendant not to be referred to, factually accurately, as the victim of a police shooting.
8. Furthermore, in his defense a criminal defendant has an "almost unlimited" catalogue of permissible defense arguments. After all, it can only possibly be error if the Defendant's argument is curbed. See "*What parties may argue*" in Dierker, 28 Mo. Prac., Criminal Practice Handbook §29.3 (2013 ed.).

WHEREFORE, Defendant prays this Court DENY the State's motion in limine, and for such other relief as may be just, meet and reasonable.

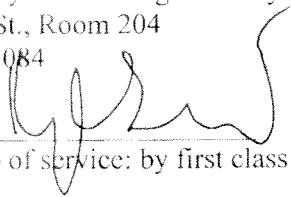
Respectfully submitted,

Attorney for Defendant


Hugh A. Eastwood, MBE # 62058
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heastwood@eastwoodlawstl.com
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CERTIFICATE OF SERVICE

The undersigned certifies that on 9/03, 2013 (s)he served this document on:
Robert E. Parks, II
Franklin County Prosecuting Attorney
15 S. Church St., Room 204
Union, MO 63084


The method(s) of service: by first class mail.

MISSOURI STATE HIGHWAY PATROL
REPORT OF INVESTIGATION

STATE CONTROL NO.: 12 261 015 033	REPORT DATE: 10/12/12
REPORTING OFFICER: SERGEANT P. L. SMITH	0993 TROOP OF OCCURRENCE: C
OCC TYPE: OFFICER INVOLVED SHOOTING	
COUNTY: FRANKLIN	SCENE PROCESSED: N
DATE/TIME: 09/11/2012	
OFFENSE STATUS: INACTIVE	DDCC AT SCENE: N
LOCATION: FRANKLIN COUNTY	

DETAILS OF INVESTIGATION

SUMMARY

1. The victim of the shooting in this investigation is:
 - a. Jeffrey R. Weinhaus who is described as a white male, date of birth October 6, 1966, residing at 2360 Highway K, St. Clair, Missouri, phone number 314-800-3652.
2. A chronological synopsis of events is as follows:
 - a. On Tuesday, September 11, 2012, at approximately 1221 hours, Missouri State Highway Patrol Division of Drug and Crime Control Sergeant H. Folsom and Corporal S. Mertens contacted Missouri State Highway Patrol Troop C Communications, via Troop I Communications, and requested a road Trooper to assist with the arrest of Jeffrey Weinhaus. Earlier that day, warrants for the arrest of Weinhaus were issued in Franklin County for the charges of: Possession of Controlled Substance Except 35 grams or Less Marijuana (Felony Class C), Tampering with Judicial Officer (Felony Class C), and Possession of up to 35 grams Marijuana (Misdemeanor Class A).
 - b. At approximately 1228 hours, Missouri State Highway Patrol Troop C Trooper Servais, 827, was assigned to assist and contacted Sergeant Folsom.
 - c. At approximately 1240 hours, Jeffrey Weinhaus called Valerie Weinhaus. Valerie Weinhaus was in class at the time and missed the call.
 - d. At approximately 1256 hours, Trooper Servais contacted Sergeant Folsom on the parking lot of the MFA Oil Parkway Store located at 1535 Highway K, St. Clair, Missouri. Sergeant Folsom informed Trooper Servais of their intentions and asked him to post south of their location. He also asked that Trooper Servais have Corporal Keathley post north of their location.
 - e. Shortly after 1300 hours, Valerie Weinhaus returned Jeffrey Weinhaus' phone call. During their conversation,

IN THE CIRCUIT COURT OF FRANKLIN COUNTY
STATE OF MISSOURI

STATE OF MISSOURI,)	
Plaintiff,)	Cause No. 12AB-CR02409-01
)	
VS)	Division No.
)	Judge: Sutherland
Jeffery R Weinhaus)	
Defendant.)	

STATE'S MOTION IN LIMINE 2

COMES NOW, the State of Missouri, by and through Prosecuting Attorney Robert E. Parks, and moves that the attorney for the defendant, the defendant, and defense witnesses during voir dire, opening statement, presentation of evidence and final arguments shall be instructed not to mention or be permitted to elicit testimony either directly or indirectly by question or comment the following:

Any reference to Defendants U-Tube Videos still being shown on U-Tube.

Although Defendants U-Tube videos are still being shown on U-Tube such information is irrelevant to these proceedings as the issue before the jury is their effect in August and September of 2012. Any reference to their present statue would not be probative to the jury and would be out weighted by their prejudicial effect.

Sustained ✓

Denied _____

Respectfully submitted,
/s/ Robert E. Parks

Robert E. Parks- 36333
Prosecuting Attorney
County of Franklin
Union, Missouri 63084

PROOF OF SERVICE

This is to certify that a copy of the above and foregoing E -mailed to the attorney of record.
/s/ Robert E. Parks

FILED

OCT - 6 2013

BILL D. MILLER, Clerk of Court
FRANKLIN COUNTY MISSOURI
By _____ D.C.

IN THE CIRCUIT COURT FOR FRANKLIN COUNTY
20th JUDICIAL CIRCUIT
STATE OF MISSOURI

STATE OF MISSOURI,

v.

JEFFREY R. WEINHAUS,

Defendant.

)
)
)
)
)
)
)

Case No. 12AB-CR02409-01

DEFENDANT'S OPPOSITION TO STATE'S SECOND MOTION IN LIMINE

Comes now Defendant Jeffrey R. Weinhaus, by counsel Hugh A. Eastwood and Christopher M. Combs, and states as his Opposition to the State's "Motion in Limine 2":

The Court has already ruled that the jury shall hear the Youtube video published August 17, 2013 entitled "The Party's Over" in which the Defendant makes certain statements and also certain captions called "annotations" appear. It is uncontroverted that this video was disseminated by Google's Youtube service, which the court can take judicial notice is a public forum available to anyone with internet access to the world wide web. There is no evidence that the video was mailed or otherwise specifically directed to Judge Kelly Parker.

The question for the jury is whether the video constitutes judicial tampering with Judge Kelly Parker under the elements of RSMo. 565.084 / MAI 3d 329.85. The Court has already ruled that the subjective reaction of Judge Kelly Parker is admissible testimony, and thus the Court has indicated that the jury is not simply to make an objective evaluation of the speech, but also a subjective evaluation. Whether the speech constitutes judicial tampering is not just a question limited to August and September 2012; the jury must determine whether Defendant's speech was reasonably calculated to harass Judge Parker and whether the Defendant so acted

with the purpose to harass Judge Kelly Parker in the performance of the judicial officer's official duties.

As such, the fact that Google's Youtube service has "Terms Of Service" and "Community Guidelines", that the Youtube video is still present on the website, and whether the investigating trooper contacted Google / Youtube in the course of his investigation is also a fair line of inquiry on cross examination. What's sauce for the goose is sauce for the gander.

WHEREFORE Defendant Jeffrey R. Weinhaus moves this Court to DENY the State's "Motion in Limine 2", and for such other relief as is just, meet and reasonable.

Respectfully Submitted,
Attorney for Defendant

/s/ Hugh A. Eastwood
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Cell (314) 809 2343

/s/ Christopher M. Combs
Christopher M. Combs, MBE #65512
4242 Laclede Ave., Unit 104
St. Louis, MO 63108
combschris1@gmail.com
Tel: 314 578 1465
Fax: 314 531 1069

CERTIFICATE OF SERVICE

The undersigned certifies that on 10/07/2013 (s)he served this document on:
Robert E. Parks, II
Franklin County Prosecuting Attorney
15 S. Church St., Room 204
Union, MO 63084

/s/ Hugh A. Eastwood